U.S. DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

Court File No: 2:17-cv-00050-NJ

Cheryl Kaiser,

Plaintiff,

vs.

State Collection Service, Inc.,

Defendant.

DEFENDANT STATE COLLECTION SERVICE, INC.'S ANSWER TO PLAINTIFF'S AMENDED COMPLAINT

TO: PLAINTIFF ABOVE NAMED AND THEIR COUNSEL, Larry P. Smith, SmithMarco, P.C., 55 West Monroe St., Suite 1200, Chicago, Illinois 60603:

Defendant State Collection Service, Inc. ("SCS"), for its Answer to Plaintiff's Amended Complaint ("Complaint"), states and alleges as follows:

1. SCS denies each and every matter, allegation, and thing set forth in Plaintiff's Complaint except as hereinafter specifically admitted, qualified or alleged.

2. In response to Paragraph 1 of the Complaint, SCS denies that it has violated the Fair Debt Collection Practices Act ("FDCPA") or any other law in this matter. SCS further denies that it caused any injury to Plaintiff or that Plaintiff has any injury. SCS further asserts that the allegations contained in Paragraph 1 constitute legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

3. In response to Paragraph 2 of the Complaint, SCS denies that this Court has jurisdiction under 15 U.S.C. § 1692 *et seq.*, 28 U.S.C. § 1331, or 47 U.S.C. § 227 because this court lacks subject matter jurisdiction over this claim.

4. In response to Paragraph 3 of the Complaint, SCS denies venue in this District is proper because the court lacks subject matter jurisdiction over this claim.

5. In response to Paragraph 4 of the Complaint, and upon information and belief, SCS admits the allegations contained therein.

6. In response to Paragraph 5 of the Complaint, SCS denies the allegations therein.

7. In response to Paragraph 6 of the Complaint, SCS denies the allegations therein. SCS further asserts that the allegations contained in Paragraph 6 constitute legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

8. In response to Paragraph 7 of the Complaint, SCS asserts that the allegations contained in Paragraph 7 constitute legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

9. In response to Paragraph 8 of the Complaint, SCS admits the allegations therein.

10. In response to Paragraph 9 of the Complaint, SCS asserts that the allegations contained in Paragraph 9 constitute legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

11. In response to Paragraph 10 of the Complaint, SCS asserts that the allegations contained in Paragraph 10 constitute legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

12. In response to Paragraph 11 of the Complaint, SCS generally admits that when it attempts to collect debts owed to third parties, it utilizes the mail system, telephone, and facsimile to correspond with consumers. In certain limited circumstances SCS utilizes electronic mail to communicate with consumers.

13. In response to Paragraph 12 of the Complaint, SCS asserts that the allegations contained in Paragraph 12 constitute legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

14. In response to Paragraph 13 of the Complaint, SCS asserts that the allegations contained in Paragraph 13 constitute legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

15. In response to Paragraph 14 of the Complaint, SCS admits that it placed a phone call to a telephone number associated with Plaintiff's account. SCS lacks sufficient information or knowledge to admit or deny the remaining allegations in Paragraph 14 and accordingly denies the same.

16. In response to Paragraph 15 of the Complaint, SCS denies the allegations contained therein.

17. In response to Paragraph 16 of the Complaint, SCS asserts that the allegations contained in Paragraph 16 constitutes legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

18. In response to Paragraph 17 of the Complaint, SCS denies the allegations contained therein.

19. In response to Paragraph 18 of the Complaint, SCS denies the allegations contained therein.

20. In response to Paragraph 19 of the Complaint, SCS lacks sufficient information or knowledge to admit or deny the allegations contained in Paragraph 19 and accordingly denies the same.

21. In response to Paragraph 20 of the Complaint, SCS generally admits, upon information and belief, that Plaintiff's son was a minor at the time of certain medical services rendered. SCS lacks sufficient information or knowledge to either admit or deny the remaining allegations contained in Paragraph 20 and accordingly denies the same.

22. In response to Paragraph 21 of the Complaint, SCS lacks sufficient information or knowledge to either admit or deny the allegations contained therein and accordingly denies the same.

23. In response to Paragraph 22 of the Complaint, SCS denies the allegations contained therein.

24. In response to Paragraph 23 of the Complaint, SCS denies the allegations contained therein.

25. In response to Paragraph 24 of the Complaint, SCS denies the allegations contained therein.

26. In response to Paragraph 25 of the Complaint, SCS denies the allegations contained therein.

27. In response to Paragraph 26 of the Complaint, SCS denies the allegations contained therein.

28. In response to Paragraph 27 of the Complaint, SCS asserts that because Plaintiff references "the debt," and not "the Debt," as previously defined in the Amended Complaint, SCS lacks sufficient information or knowledge to either admit or deny the allegations contained therein and accordingly denies the same.

29. In response to Paragraph 28 of the Complaint, SCS admits that its Chief Compliance Officer communicated with Plaintiff's counsel on or about January 3, 2017. SCS denies that it became aware that Plaintiff was represented by an attorney at that time.

30. In response to Paragraph 29 of the Complaint, SCS admits that it mailed a letter to Plaintiff dated January 26, 2017. SCS further asserts that because Plaintiff references "the debt," and not "the Debt," as previously defined in the Amended Complaint, SCS lacks sufficient

information or knowledge to either admit or deny the allegations contained in Paragraph 29 and accordingly denies the same.

31. In response to Paragraph 30 of the Complaint, SCS admits that no consent was given regarding third-party disclosures concerning the Debt. SCS denies the remaining allegations contained in Paragraph 30.

32. In response to Paragraph 31 of the Complaint, and each of its subparts, SCS asserts that the allegations contained in Paragraph 31, and each of its subparts, constitute legal conclusions to which no response is required and, to the extent a response is required, SCS denies.

33. In response to Paragraph 32 of the Complaint, SCS denies.

34. In response to Paragraph 33 of the Complaint, SCS denies that Plaintiff is entitled to a trial by jury because SCS has not violated the Fair Debt Collection Practices Act or any other law in this matter.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Plaintiff has failed to state a claim upon which relief can be granted.

Second Affirmative Defense

Plaintiff lacks standing to prosecute this action because she has not suffered a particularized, concrete injury-in-fact as a result of SCS's alleged conduct.

Third Affirmative Defense

The Court lacks subject matter jurisdiction to adjudicate Plaintiff's claims.

Fourth Affirmative Defense

Any violation of the FDCPA in this matter, which SCS denies, was unintentional and resulted from a good faith error notwithstanding the maintenance of procedures reasonably adapted to avoid such error.

WHEREFORE, Defendant State Collection Service, Inc. prays that Plaintiff take nothing by her pretended cause of action, that the lawsuit be dismissed with prejudice and on the merits, and that Defendant be awarded its costs and disbursements herein in responding to this action.

BASSFORD REMELE
A Professional Association

Date: February 17, 2017

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